


main studio outside of the station's principal community contour without first securing the appropriate authorization. See 47 C.F.R. § 1125(b). Second, if a main studio is relocated pursuant to Sections 1125(b)(3)(i), (ii), proper notification must be made to the Commission. See 47 C.R.R. § 1125(b)(3)(iii). If Chameleon has relocated the KFCC(AM) main studio under either circumstance noted above, Chameleon must promptly file the required information in conformance with 47 C.F.R. § 11.25(b)(3)(iii).

Conclusion. The objection filed by Tom S. Whitehead IS GRANTED to the extent indicated herein. The objection filed by South Texas Broadcasting, Inc. IS DISMISSED. The August 4, 1995 request for extension of STA filed by Chameleon Radio Corporation IS DENIED. Pursuant to 47 C.F.R. § 73.1635(a)(5)(b),¹³ the May 5, 1995 STA -- as modified by the Commission's letter of May 12, 1995 -- IS CANCELLED. KFCC(AM) must immediately cease operation from the Harris County Site. Further operation from the Harris County Site will subject Chameleon to daily forfeitures calculated in accordance with Section 503(b) of the Act. Station KFCC(AM) must resume operations from its licensed site in Bay City, Texas.¹⁴

Sincerely,


Larry D. Eads, Chief
Audio Services Division
Mass Media Bureau

cc: James P. Riley, Esquire
Counsel for South Texas Broadcasting, Inc.
John Joseph McVeigh, Esquire
Counsel for Tom S. Whitehead
CIB Houston

¹³ Pursuant to 47 C.F.R. § 73.1635(a)(5)(b), the Commission may modify or cancel without prior notice or hearing any STA.

¹⁴ We also remind Chameleon that 47 C.F.R. § 73.1740(a)(4) provides that licensees must seek authority from the Commission to remain silent within ten (10) days of the discontinuance of operations. Such authorizations pertain only to an applicant's licensed site. Requests for silent authority pursuant to this Rule must be supported by a showing that factors beyond the licensee's control prevent the continuance of on-air service.



KFCC

1270 AM

Chameleon Radio Corporation

(713) 575-1270 Fax: (713) 564-8653

10865 Rockley Road Houston, TX 77099 P.O. Box 1235 Stafford, TX 77497

Houston's Unique Talk and International Language Station

September 22, 1995

Roy Stewart, Chief
Mass Media Bureau
Federal Communications Commission
1919 M St., N.W.
Washington, D.C. 20554

Re: FCC letter of September 8, 1995 (1800B3-KDY)

Mr. Stewart:

This letter is tendered in response to a letter dated September 8, 1995 from the office of Larry Eads, Chief, Audio Services Division. However, in light of Mr. Eads' resignation effective October 1, 1995, this letter is being directed to your office.

Chameleon Radio Corporation ("Chameleon"), licensee of KFCC (AM) Bay City, Texas, respectfully requests the Commission's forbearance and reconsideration of its September 8, 1995 decision to cancel Chameleon's special Temporary Authority to broadcast from the Harris County site.

Section 309(f) of the Communications Act states "extraordinary circumstances requiring temporary operations in the public interest..." are allowed. The action taken by Commission staff in canceling Chameleon's STA completely ignores the extraordinary circumstances faced by Chameleon and detailed in its previous communications on the matter. Quite literally, Chameleon was faced with only two options, cease to exist thereby depriving the nearly three dozen international language communities served by KFCC of their only broadcast outlet, or find another venue from which to continue broadcasting.

EXHIBIT

7

Under provisions of Section 309 of the act, the "extraordinary circumstance" faced by Chameleon must be acknowledged, but in its September 8th letter, Chameleon's situation was completely ignored as were the needs of the international communities it serves.

The cancellation of Chameleon's STA was subjective, arbitrary, and capricious for several reasons. First, dozens of STA applications were granted in recent years to broadcasters who constructed new transmitter sites closer to cities much larger than their city of license. However, this occurred when May Bradfield was in the position of determining which STA requests were granted. Policies regarding STA's changed dramatically when Ms. Bradfield was moved to another branch within the Commission and Mr. John Vu assumed Ms. Bradfield's responsibilities. Mr. Vu refused to authorize new tower construction even though he could not logically defend his position in the matter. It is clear; however, that a different bureaucrat produced different and quite arbitrary "rules."

The September 8th letter further states, "it is not our (the Commission's) policy to authorize new construction intended to be for permanent operations pursuant to STA. Again, we cite the common practice of allowing new antenna construction under Ms. Bradfield's guidelines and the contrasting prohibition now. As stated in the September 8th letter, this policy flies in the face of common sense. Instead, the policy should directly encourage such construction as long as the site is intended to be made the permanently licensed site. Only from such a site, or one licensed within three kilometers of it, can field strength readings be taken which are essential to establishing true ground conductivity from a new site thus allowing for the most efficient use of the spectrum.

Such construction also conserves the resources of the licensee since antenna construction can be made part of a permanent license later, thus saving additional construction expense, not to mention land acquisition, potential zoning problems, environmental damage, etc.

In addition to ignoring the needs of Houston's international community as well as Chameleon's extraordinary circumstances, Commission staff appears to imply in its September 8th letter that something was morally wrong Chameleon's STA operation. This is obvious from the last sentence in paragraph one of page five of the September 8th letter wherein the Commission dismisses the obligations and responsibilities of Chameleon to its programmers and instead complains that such a move deprives Bay City of a "licensed service it has *enjoyed* (emphasis added) for more than forty years." This advocacy of the old Bay City site is curious and remarkable in light of the fact that KFCC (formerly KIOX) had spent most of the last several years in a simulcast operation with its sister FM station and was considered "nothing but a liability" by its previous licensee and except for one weekend programmer was providing no local service to its city of license.

Cancellation of the STA at this point would destroy not only Chameleon's business enterprise, but also more than thirty other business entities; the programmers on KFCC.

Since commencement of operations from its STA site, KFCC has provided a service to communities that heretofore were completely unserved in one of the nation's largest metropolitan areas. All programmers on the station (Greek, Russian, Pakistani, Indian, etc.) support their programming efforts through the sale of commercial time and supply daily news, religious, and entertainment events to their respective communities. A blind cancellation of the STA fewer than 30 days prior to the cutoff date of Chameleon's currently pending 301 is completely illogical. It will destroy every one of these businesses.

Cancellation of the STA makes no sense from a technical standpoint either. The 300 watt STA operation of KFCC ~~reduces~~ rather than increases overlap to KWHI at Brenham, Texas. While a very minor amount of new overlap is created by the STA of KFCC, it is more than offset by the nearly 50% reduction in previously licensed overlap in other areas. In fact, as presently constituted, KFCC's STA complies with the spirit of MM Docket 87-267 in that first channel overlap which has been in place for more than 30 years is reduced by the nearly 50% as indicated above.

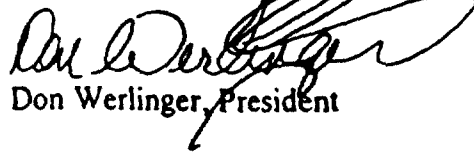
Cancellation of the STA also greatly jeopardizes the possibility that Chameleon would be able to construct permanent facilities sought in its currently pending application (BP-950804AC) which will eliminate virtually all the previously licensed overlap between the two stations.

In conclusion, KFCC's STA operation provides a needed service previously unavailable anywhere in southeast Texas. It is not merely another music or talk outlet but a unique vehicle for discriminating information to hundreds of thousands of legal immigrants from five different continents, and this is occurring on a radio station that previously had provided virtually no local service to its community.

Chameleon has shown good faith in proposing to make its site permanent and stands ready to construct the new facilities immediately upon approval of the Construction Permit sought in application BP-950804AC. The acceptance for filing and placement of the application on an October 6, 1995 cutoff clearly indicates the proposed facilities of KFCC meet the Commission's requirements and standards. Cancellation of the STA at this time, only weeks before cutoff is illogical, and counterproductive. It threatens the survival of Chameleon and its many programmers. Finally, the overall overlap situation with KWHI at Brenham, Texas is in fact, improved by KFCC's STA operation.

In light of the above, Chameleon respectfully requests the Commission's forbearance and reconsideration of its September 8th letter pending approval of its form 301 request to make the site permanent.

Respectfully submitted,



Don Werlinger, President

cc: Honorable Ken Bentsen
U.S. House of Representatives

Honorable John Bryant
U.S. House of Representatives

Honorable Gene Green
U.S. House of Representatives

Honorable Ralph Hall
U.S. House of Representatives

Honorable Greg Laughlin
U.S. House of Representatives

Honorable Sheila Jackson-Lee
U.S. House of Representatives

Honorable Charlie Wilson
U.S. House of Representatives

KFCC Public Inspection File

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

OCT 11 1995

In Reply Refer To:
1800B3-KDY

Charles Cervantes, Esquire
Maloney & Burch
Suite 1200
1100 Connecticut Ave., NW
Washington, DC 20036-4101

In re: KFCC(AM), Bay City, Texas
Special Temporary Authority

Dear Mr. Cervantes:

This is in reference to the September 8, 1995 letter from Larry D. Eads, Chief, Audio Services Division, Mass Media Bureau to Don Werlinger ("Bureau Letter"). The Bureau Letter: (1) cancelled Special Temporary Authority ("STA") authorizing Chameleon Radio Corporation ("Chameleon") to operate station KFCC(AM), Bay City, Texas, at variance from its licensed parameters; (2) denied Chameleon's August 4, 1995 request for extension of that STA; (3) required KFCC(AM) to immediately resume operations from its licensed site in Bay City, Texas; and (4) granted an objection to the STA filed by Tom S. Whitehead.¹

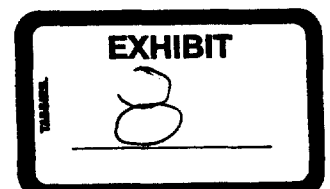
Pending Commission action on this matter, the Bureau's cancellation of the STA IS HEREBY STAYED. Accordingly, Chameleon's August 4, 1995 request for an extension of the STA and the objection filed by Tom S. Whitehead are returned to pending status.

Sincerely,



Linda Blair,
Acting Chief
Audio Services Division
Mass Media Bureau

cc: Mr. Don Werlinger
John Joseph McVeigh, Esquire
Counsel for Tom S. Whitehead
CIB Houston



¹ The Bureau Letter also dismissed an objection filed by South Texas Broadcasting, Inc. ("South Texas").

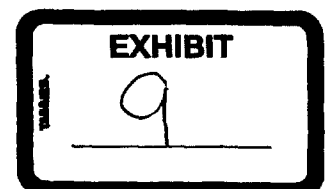
SETTLEMENT AGREEMENT

This Agreement is entered into on August 30, 1995, by and among Don Werlinger, individually and on behalf of radio station KFCC-AM, Bay City, Texas, and its licensee Chameleon Radio Corporation, and KENR Management Company, Inc. ("Werlinger") and Salem Communications Corporation and its wholly owned subsidiary South Texas Broadcasting, Inc., licensee of radio station KENR-AM, Houston, Texas ("Salem").

RECITALS

A. Certain disputes have arisen between Werlinger and Salem with respect to a number of matters, including without limitation the activities of South Texas Broadcasting, Inc. and KENR Management Company, Inc. pursuant to a Local Program and Marketing Agreement executed as of March 6, 1995 ("the LMA") the competitive actions taken by KFCC-AM and KENR-AM with respect to certain radio programs, and the special temporary authority ("STA") granted by the Federal Communications Commission ("FCC") on May 5, 1995 to operate radio station KFCC-AM at variance from its licensed parameters.

B. The parties have reached agreement with respect to all outstanding disputes and desire to reduce such agreement to written form.



NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Salem agrees to withdraw its request, filed with the FCC on May 23, 1995, for cancellation of the STA, and to further withdraw any follow-up correspondence with the FCC relating thereto, including without limitation the June 20, 1995 letter submitted by Salem's FCC counsel. The withdrawal shall be in the form of a letter attached hereto as Exhibit 1, which letter shall be filed with the FCC within 48 hours of the execution of this Agreement.

2. Werlinger agrees to withdraw all negative statements made to the FCC with respect to Salem, including without limitation all statements relating to Salem contained in Werlinger's August 4, 1995 letter to the FCC, which letter was offered in response to an FCC letter of inquiry dated July 25, 1995. The withdrawal shall be in the form of a letter attached hereto as Exhibit 2, such letter to be filed with the FCC within 48 hours of the execution of this Agreement.

3. Salem agrees to cease and desist from making any further comment to the FCC regarding the STA or any other applications pending or subsequently filed which relate thereto. Salem further agrees that it shall not discuss the STA with any third party nor shall it induce any third party to take any action against Werlinger or to make any filings with the FCC with respect to the matters set forth in the previous sentence.

4. Werlinger agrees to cease and desist from taking any further action against Salem with respect to any pending matters Salem has before the FCC, including without limitation Salem's pending application to acquire radio station KGBS-AM, Dallas, Texas. Without in any way limiting the foregoing, Werlinger specifically agrees that he shall not file any petition to deny or any similar or related action with respect to Salem's pending acquisition of KGBS-AM, Dallas, Texas. Werlinger further agrees not to discuss information it possesses regarding Salem with any third party, and agrees not to induce any third party to take any action against Salem or to make any filings with the FCC with respect to the matters described in this paragraph.

5. The parties both acknowledge that each party may from time to time in the future become involved in additional radio business ventures. Salem hereby agrees that, in the event Werlinger becomes involved in any radio venture in a market not then served by Salem, neither Salem nor its shareholders shall take any action with the FCC, nor make any public comment with respect to such activity by Werlinger, nor induce any third party to take any such action against Werlinger. In the event Werlinger becomes involved in a broadcast activity within a market served by a Salem station or a station owned or controlled by Salem's shareholders, Salem shall have the right to comment to the FCC only to the extent that such activities by Werlinger may result in technical interference to

the facility(ies) owned by Salem in that market. Werlinger hereby agrees that, in the event Salem becomes involved in any radio venture in a market not served by Werlinger, Werlinger shall take no action with the FCC, nor make any public comment with respect to such activity by Salem, nor induce any third party to take any such action against Salem. Except as otherwise limited by applicable provisions of this Agreement, in the event Salem becomes involved in a broadcast activity within a market served by a radio station owned by Werlinger or controlled by Werlinger's shareholders, Werlinger shall have the right to comment to the FCC only to the extent that such activities by Salem may result in technical interference to the facility(ies) owned by Werlinger or controlled by Werlinger's shareholders in that market.

6. Subject to compliance by Werlinger with the terms and conditions of this Agreement, Salem, on behalf of itself and its shareholders, releases and forever discharges Werlinger, all current, former and future officers, directors, employees, servants, agents, shareholders, parents, subsidiaries, affiliates and assignees of Werlinger, and all of his heirs, executors, administrators and assigns, of and from all, and all manner of, action and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or equity, foreseen or unforeseen, matured or unmatured, known or unknown, and accrued or not accrued, arising out of the matters described herein, including but not limited to

any claims that were raised or could have been raised with respect to such matters.

7. Subject to compliance by Salem with the terms and conditions of this Agreement, Werlinger, on behalf of himself, the entities which he controls and any other shareholders or owners of those entities, releases and forever discharges Salem, all current, former and future officers, directors, employees, servants, agents, shareholders, parents, subsidiaries, affiliates and assignees of Salem and all of their heirs, executors and administrators and assigns, of and from all, and all manner of, actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or equity, foreseen or unforeseen, matured or unmatured, know or unknown, and accrued or not accrued, arising out of the matters described herein, including but not limited to any claims that were raised or could have been raised with respect to such matters.

8. Except as may be required by the FCC, under no circumstances shall any portion of this Agreement be disclosed to or discussed with a third party, whether privately, through the press, through radio broadcast or otherwise. Should the filing of this Agreement with the FCC be required, that filing will be made by Salem in a manner consistent to comply with the FCC's rules.

9. Both Werlinger and Salem agree that each will not wrongfully or tortiously interfere with the other's program contracts. This Agreement is not, and should not be construed as an admission that either Werlinger or Salem has engaged in such conduct previously, such being hereby expressly denied by both parties. Furthermore, neither party asserts any privilege to interfere with each other's program contracts for the period commencing August 24, 1995 and

ending February 25, 1996, a list of each party's program contracts as of August 24, 1995 being attached as exhibits 3 and 4 respectively.

10. Each individual signing this Settlement Agreement for or on behalf of a party or a third party represents that he or she has complete and full authority to act on the party's or third party's behalf and has the authority to bind the party or third party to the terms of this Settlement Agreement.

11. This Settlement Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels any prior understandings or agreements of the parties, whether written or oral, with respect to such matters.

12. This Settlement Agreement was entered into in the State of Texas and all questions concerning the validity, interpretation or performance of any of its terms or provisions shall be governed by the substantive laws of the State of Texas as they existed on the date hereof.

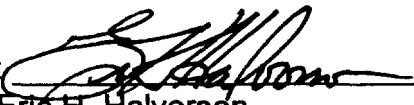
13. The parties represent, each to the others, that they have carefully read this Settlement Agreement and know and understand its terms and contents; that they have consulted with their respective attorneys concerning the Settlement Agreement; and that they are entering into the Settlement Agreement of their own free will in reliance on their own independent judgment. The parties further represent, each to the others, that, in entering into this Settlement Agreement, they have not relied upon any statement or representation except as expressly set forth herein.

14. If any provision of this Settlement Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, each such provision shall be severed from the remaining portions of the Settlement Agreement and the determination shall not affect the validity of the remaining portions of the Settlement Agreement.

15. No modification or waiver of any provision of this Settlement Agreement or consent to any departure from the terms of the Settlement Agreement shall be binding unless in writing and signed by all parties to the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SALEM COMMUNICATIONS CORPORATION
SOUTH TEXAS BROADCASTING, INC.

By: 
Eric H. Halvorson
Executive Vice President/Chief Operating Officer

By: 
Don Werlinger, Individually and on behalf of KFCC-AM, Chameleon Radio Corporation and KENR Management Company, Inc.

**STATEMENT OF DON WERLINGER
UNDER 28 U.S.C. Section 1746**

I, Don Werlinger am over the age of eighteen, of sound mind and do state upon my oath as follows.

1. I am the President of Chameleon Radio Corporation, licensee of AM Radio station KFCC (formerly KIOX AM), Bay City TX.
2. On or about January 5, 1995, I entered into negotiations with Landrum Enterprises, Inc., licensee of KIOX AM & FM to purchase KIOX-AM. Landrum wanted to sell the AM station but still wished to retain use of the transmitter sit for its own FM operation. As part of the necessary terms of the sale Chamelion, therefore, agreed to purchase the assets of the AM station including the assumptin of the land lease used for the transmitter site but, simultaneously, to lease the transmitter site back to Landrum Enterprises.
3. Chameleon, therefore, did not have use of the transmitter site. In addition, I intended, in any event, to apply for a permanent change of my city of license. For these reasons, I applied for a Special Temporary Authorization (STA) which was granted by the FCC. The opportunity to use the original transmitter site was not afforded Chameleon.
4. Part of Chameleon's application for the STA states that it had lost its transmitter site. That statement was true and there was no intention on my part to evade or misrepresent any facts to the FCC. The site loss was involuntary.
5. Chameleon Radio has developed its program format to serve the various ethnic minorities in the southeastern part of Texas. The groups with programming on the station (through time brokerage arrangements with various ethnic programming sources) include Greek, Indian, Pakistani, Nigerian, Philippine, Iranian, Argentinean, Russian, Vietnamese, Peruvian, Cuban, Hindu, Islamic, Rumanian, and Sri Lanka.
6. KFCC provides an important public service in that it is the only radio outlet to serve these ethnic and foreign language listeners in the south-eastern part of Texas.

EXHIBIT

10

AFFIDAVIT OF DON WERLINGER

October 5, 1995

Page 2

7. On August 4, 1995, Chameleon tendered an application before the Federal Communications Commission seeking to make the STA site in Harris County the permanently licensed KFCC site. That application was subsequently given a favorable preliminary review and accepted for filing by the Commission's staff. The application was given a public notice cutoff date of October 6, 1995.
8. Approximately ninety percent of the ethnic listeners served by KFCC at its present location will no longer be able to receive a usable signal should KFCC return to its Bay City location. The remaining ten percent of its present business would not be sufficient for Chameleon to remain on the air and it would be financially ruined.
9. Objections to Chameleon's STA application were filed with the FCC by Salem Radio and by KWHI. Salem Radio has since withdrawn all of its objections. Although KWHI has not formally withdrawn its objection, it has given me verbal assurances it will not oppose Chameleon's application for permanent change of city of license--a change that would produce signal propagation similar to that produced by operations under the present STA while affording additional protection to KWHI. Additionally, irrespective of the KWHI complaint regarding the KFCC STA site, the 300 watt operation of KFCC dramatically reduces previously licensed overlap between the two radio stations.
10. The original power authorized under the STA was 1,000 watts day and 100 watts at night. At that power, a usable signal was available to all of the listeners in Bay City, KFCC's city of license.
11. Because of the objections from Salem Broadcasting and KWHI, the FCC ordered a reduction of power to 300 watts daytime and 50 watts at night.

AFFIDAVIT OF DON WERLINGER

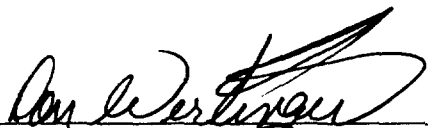
October 5, 1995

Page 3

12. Chameleon complied with the ordered power reduction but because of the lower power, the signal over Bay City became, as a practical matter, unusable.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

October 5, 1995



Don Werlinger, President
Chameleon Radio Corporation

Chameleon Radio Corporation
10865 Rockley Road
Houston, Texas 77099
(713) 564-1070 fax: (713) 564-8653

April 21, 1995

Office of the Secretary
Federal Communications Commission
P.O. Box 358165
Pittsburgh, PA 15251 - 5165

Re: Request for Special Temporary Authorization for KIOX AM at Bay City, Texas

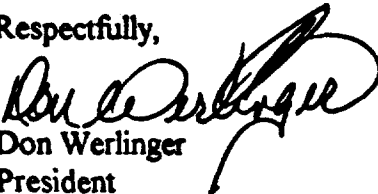
Dear Sir/Madam:

Transmitted herewith please find an original and two copies of a request for Special Temporary Authorization (STA) to relocate the transmitter site of AM station KIOX (call sign change to KFCC applied for) at Bay City, Texas.

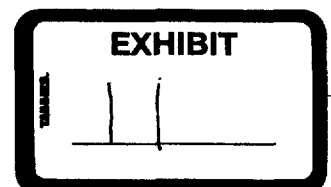
FCC form 155 along with the required filing fee of \$115.00 are also enclosed.

If there are any questions regarding this request, please direct them to the address and telephone numbers above.

Respectfully,


Don Werlinger
President

cc: KIOX public inspection file



Before the Federal Communications Commission

Washington, D. C. 20554

Request To Relocate Transmitter Site of KIOX AM At Bay City, Texas Under Special Temporary Authority

Engineering Statement

KIOX AM (1270 kHz, 1 kw, U, DA-N) currently operates from a licensed site near Bay City, Texas (N 29 - 38 - 10, W 95 - 32 - 22). Due to the loss of its currently licensed site, Chameleon Radio Corporation ("Chameleon") licensee of KIOX (Note: New Call Sign - KFCC applied for as of April 21, 1995), respectfully requests authority to operate from an alternate site utilizing Special Temporary Authorization (STA).

Proposed STA Site

KIOX proposes to utilize a site located 0.28 km (0.175 miles) east, southeast of intersection of Riceville Road and Cravens Road in rural southwest Harris County on a bearing of 100% True from that intersection. The geographic co-ordinates of the proposed site are: N 29 - 38 - 10, W 95 - 32 - 22. The site is outside the corporate limits of any city. (See Exhibit: E - 1)

Proposed Antenna System

KIOX proposes to utilize a 54.86 meter (180 ft) tower (representing 83.65% in electrical height) supporting a folded unipole antenna system. The unipole will be bonded to the support tower at the 50 ohm point. Applicant proposes to utilize a mesh ground screen around the base of the support tower to a distance of 7.31 meters (24 ft). The mesh screen will be bonded to the mesh screen will be 120 radials comprised of #12 soft drawn copper wire extending to a distance of 59.13 meters (194 feet), except radials will be truncated where they intersect property line. No radial shall be shorter than 45.72 meters (150 feet) in length (including mesh). (See Exhibits: E - 2, Page 1, and E - 2, Page 2)

Allocation

As herein proposed, KIOX seeks authority to operate with 1,000 watts non-directional daytime and 250 watts non-directional from the proposed STA site. The proposed STA operation will produce no prohibited overlap with the exception of overlap to KWHI (1280 kHz, 1 kw, ND-D) at Brenham, Texas.

With regard to overlap both produced and received from KWHI, field strength readings on the currently licensed non-directional operation of KIOX are submitted along radials bearing 10, 30, 310, 330, and 350 degrees true. Accurately plotted, the resulting contours show a wide area of overlap between the currently licensed KIOX site and KWHI. Utilizing Figure M-3 to determine contours, there will be .5 mV/m overlap between KIOX and KWHI from the proposed STA site; however, the overlap created from the proposed STA site will reduce overlap to KWHI by more than 35% as compared to the overlap produced by the currently licensed KIOX site. (See Exhibit: E-5, Pages: 1 thru 4)

Readings To Be Taken

Chameleon intends to make the proposed STA site its permanent transmitter location. An application seeking to make the proposed STA site the permanently licensed site is currently being prepared; however, field strength readings from the proposed STA site are necessary to complete that form 301 application; therefore, the application cannot be presented prior to grant of the instant STA request. Once the STA operation is on the air, Chameleon will immediately commence necessary field strength readings along pertinent radials and the formal form 301 request to make the STA site the station's permanent transmitter location.

FAA Authority

Although the proposed 180 foot tower is below minimums necessary to seek FAA authority to construct, Chameleon has presented an FAA form 7460-1 to the FAA Southwest Regional office in Ft. Worth, Texas on April 20, 1995. FAA approval of the form is expected prior to May 1, 1995. (See Exhibit: E - 6).

If any questions occur regarding the instant request, please contact:

Don Werlinger, President
Chameleon Radio Corporation
10865 Rockley Road
Houston, Texas 77099

(713) 564 - 1070
(713) 564 - 8653 (Fax)

Respectfully Submitted,



Don Werlinger, President
Chameleon Radio Corporation

KTex 106.1
12 in a Row Country

MM 96-173

KWHI 1280
Friendly Country

P. O. Box 1280 • Brenham, Texas 77834-1280 • (409) 836-3655 • FAX (409) 830-2141

Nov. 8, 1995

Mr. William Caton
Office of the Secretary
Federal Communications Commission
1919 M Street NW 2nd Floor
Washington, D.C. 20554

RECEIVED

NOV 20 1995

Dear Mr. Caton:

This letter from Tom S. Whitehead, Inc., licensee of KWHI (AM), is in opposition to the "Petition for Review by the Commission" filed by Chameleon Radio Corp. dated Nov. 2, 1995, File No. 1800B3-KDY.

Chameleon continues to make false statements in its desperate attempt to bend the Commission's rules for its own self interest. In its most recent filing, Nov. 2, Chameleon states: "Although Whitehead has not yet formally withdrawn his objection, he has given Chameleon verbal assurances that he will not oppose KFCC's application for permanent change of city of license..." This is totally untrue. We, Whitehead, Inc., have never given Chameleon such assurances written or verbal. In fact, the exact opposite is true. When Chameleon contacted us in September offering to pay us money to withdraw our objections to Chameleon's STA application, we rejected the offer out of hand.

Chameleon's convoluted attempt to show that it "lost" its tower site in Bay City involuntarily is so transparent as to be laughable. The explanation not only shoots itself in the foot, it also contains still another falsehood.

In the statement of Chameleon's President Don Werlinger, Exhibit 10, he states:

"On or about January 5, 1995, I entered into negotiations with Landrum Enterprises, Inc. licensee of KIOX AM & FM to purchase KIOX-AM. Landrum wanted to sell the AM station but still wished to retain use of the transmitter site for its own FM operation. As part of the necessary terms of the sale Chameleon, therefore, agreed to purchase the assets of the AM station including the assumption of the land lease used for the transmitter site but, simultaneously, to lease the transmitter site back to Landrum Enterprises. Chameleon, therefore, did not have use of the transmitter site."

First, even if Werlinger's story is to be believed, he did, through the purchase of the AM facilities and land lease, voluntarily give up the transmitter site with the lease-back to Landrum.

Second, Landrum states that the story is "totally false" as to Chameleon losing the transmitter site. Jake Landrum, president of Landrum Enterprises, told Whitehead, Inc. that Chameleon could have used the three tower array at the transmitter site at any time. Landrum said Chameleon planned to move the transmitter out of Landrum's building to another building on the site. Landrum said all of this information relative to the sales contract and lease was provided to the FCC when he was visited by a Houston FCC Inspector.

Whitehead, Inc. urges that Chameleon not be granted a STA and that its 301 application to permanently move KFCC to the STA site in Harris County be rejected for the following reasons:

1. Chameleon falsely told the Commission that it had lost its transmitter site.
2. Chameleon falsely told the Commission it was moving the the AM station less than a kilometer when it was actually moving it some 40 miles.
3. Chameleon attempted to deceive the Commission about the erection of a new tower on the STA site.
4. Chameleon falsely told the Commission that it had verbal assurances that Whitehead would not oppose Chameleon's 301 application for a permanent move to the STA site.
5. Chameleon defied a Commission order to cease broadcasting from the STA site.
6. Chameleon President Werlinger has a past record of bending FCC rules as shown in our previous filings.
7. The operation of KFCC at the Harris County site produces interference to the signal of KWHI (AM) as shown in our previous filings.
8. The falsehoods and deceptions used by Chameleon in this case as well as its refusal to carry out FCC orders make it highly unlikely that Chameleon would operate a directional array within proper parameters from the STA site as it is requesting in the 301 application.
9. The actions of Werlinger in this case clearly cast doubt on his character to be a licensee of a broadcast station.

Chameleon has been operating illegally for months now since last spring and it is time the Commission takes final action to stop it.

Sincerely,



Tom S. Whitehead

President

Tom S. Whitehead, Inc.

Licensee, KWHI-AM

CERTIFICATE OF SERVICE

I, Tom S. Whitehead, President of Tom S. Whitehead Inc., hereby certify that I have this Ninth day of November, 1995, sent copies of the foregoing "Letter to William Caton, Re: STA for KFCC- AM, Bay City, Texas" by first-class United States mail, postage prepaid, to:

Mr. William Caton
Office of Secretary
Federal Communications Commission
1919 M Street Northwest, 2nd Floor
Washington, D.C. 20554

Mr. James Burtle
Chief, AM Branch
Audio Services Division
Mass Media Bureau
Federal Communications Commission
1919 M Street Northwest, Room 342
Washington, D.C. 20554

Linda Blair
Acting Chief
Audio Services Division
Mass Media Bureau
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Mr. Kelly Yasich
Federal Communications Commission
1919 M Street NW Room 332
Washington, D.C. 20554

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Washington, D.C. 20036-4101
Counsel to Chameleon Radio Corporation (Don Werlinger)


Tom S. Whitehead

MM 96-173

NOV 28 7 40 AM '95

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C.

In re
Application of

**CHAMELEON RADIO
CORPORATION**

For Authority to Make Major Changes
To The Licensed Facilities of
Radio Station KFCC(AM), 1270 kHz,
Bay City, Texas

File No. BP-950804AC

To: The Chief, Audio Services Division

FORMAL OPPOSITION TO APPLICATION

TOM S. WHITEHEAD, INC.

John Joseph McVeigh
Its Counsel

Multinational Legal Services, P.C.
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Date: November 28, 1995

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SUMMARY

By this filing, Tom S. Whitehead, Inc., the licensee of radio station KWHI(AM), 1280 kHz, Brenham, Texas, formally opposes Chameleon Broadcasting Corporation's application to make major changes to station KFCC(AM), 1270 kHz, Bay City, Texas. Chameleon proposes to protect KWHI by means of a directional array. To avoid interference to KWHI, Chameleon — were it to construct that array — would have to prove the array's performance through extensive signal-strength measurements. (Chameleon's proof of performance would accompany its combined request for Program Test Authority and application to license the array.) Thereafter, assuming Chameleon shall have received a grant of even Limited Program Test Authority for its array, again to avoid interference to KWHI, Chameleon would have to operate the array within the parameter tolerances permitted by § 73.62 of the Rules. Were Chameleon to deviate from the parameters authorized, KWHI would suffer interference.

Chameleon's recent conduct with regard to KFCC, and Chameleon's President's conduct in a number of prior FCC-related matters, raises a substantial and material question of fact as to whether Chameleon can be entrusted with an FCC authorization of any stripe — let alone one for a directional AM array. The Congressional mandates in §§ 308 and 309 of the Communications Act of 1934, as amended, require the Commission to conduct a rigorous evidentiary hearing into Chameleon's trustworthiness and basic character qualifications to own and operate a radio station.